

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into as of March 10, 2009 by and between Gregory Gill of Venable LLP ("Consultant") and Cook County.

WHEREAS, Cook County, specifically the Office of the President, desires to engage Consultant to perform certain services to Cook County as outlined herein; and

WHEREAS, Consultant agrees to perform such services outlined herein; and

NOW, THEREFORE BE IT AGREED, that, the following services shall be agreed to and accepted by both the Consultant and Cook County, Office of the President (collectively referred to as "Parties").

1. Scope of Services – Consultant shall provide unique consulting and lobbying services and strategic counsel to Cook County before the United States Congress, its Members and committees and federal agencies and departments.
2. Project Team – Consultant shall provide specialized services to provide the scope of services required in the above paragraph. The quality, experience and availability of personnel employed by Consultant is of the essence.
3. Independent Contractor Status; Non Exclusivity - The Consultant and its employees, agents and subcontractors are, for all purposes arising out of the Agreement, independent contractors and not employees of Cook County nor the Office of the President. It is expressly understood and agreed that neither the Consultant nor its employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. The County shall utilize the Services of Consultant on a non-exclusive basis.

4. Confidentiality and Ownership of Documents - All Work Product of Consultant that results from the performance of this Agreement will be considered "works made for hire" for the purposes of Section 101 of the Copyright Act (17 U.S.C. § 101) and will be owned by the Office of the President.
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Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or any time thereafter, except solely as required in the course of Consultant's performance of services hereunder.

Consultant shall comply with the applicable privacy laws and regulations affecting the County and will not provide or disclose any of the County's records, materials, or other data to any third party other than to affiliates and subcontractors performing Services under this Agreement, and in such cases for the sole purpose of performing such Services and subject to the conditions hereof.

Following the conclusion of Venable LLP's representation of Cook County, Venable LLP agrees to keep confidential any non-public information Cook County has supplied to it that it will retain in accordance with applicable rules of professional conduct. At Cook County's request, Venable LLP will return Cook County's documents to it promptly upon receipt of payment for outstanding fees and costs.

5. Termination for Convenience – Cook County, specifically the Office of the President, may terminate this Agreement, or any portion, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the Office of the President, the Consultant shall deliver to the County all finished or unfinished Documents prepared by the Consultant under this Agreement and these shall be and become the property of the Office of the President. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Consultant to the date of termination. Such payment made to the Consultant shall be in full settlement for services rendered under this Agreement.

6. Conflicts of Interest –Cook County agrees that Venable LLP may continue to represent, and may undertake in the future to represent, existing or new clients in any matter, including litigation, that is not substantially related to work for Cook County nor in conflict with the work of Cook County. Venable LLP shall not represent clients who are currently in litigation with the County nor shall Venable LLP represent a client in litigation against the County during the term of this Agreement. Venable LLP agrees that in any instance where, as a result of its representation of Cook County, Venable LLP has obtained proprietary or other confidential information of a non-public nature that, if known by such other client, could be used in such other matter to your material disadvantage, Venable LLP will, as appropriate, construct a firewall to prevent Venable LLP lawyers representing the other client in such other matter from learning that information.

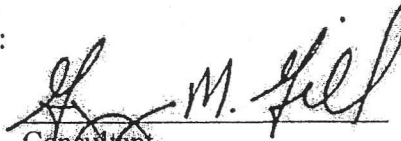
7. Governing Law - This Agreement shall be governed by and construed under the laws of the State of Illinois without regard to its conflict of laws provisions. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be ~~litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and~~ the Consultant consents and submits to the jurisdiction thereof.

8. Compensation/Method of Payment – For services rendered under this Agreement, Cook County shall pay to Consultant an amount up to \$125,000.00 (One hundred and twenty-five thousand dollars). Invoices may be submitted on a monthly basis. All invoices submitted by Consultant shall contain a detailed description of the work provided by Consultant. All invoices shall be submitted together with a properly completed County Voucher form (29A).

9. Period of Performance/Term – Consultant's services in connection with this Agreement commenced on February 1, 2009 and terminate on or before December 31, 2009. This Agreement shall govern all services provided by the Consultant and any additional services related thereto as agreed by the Parties.

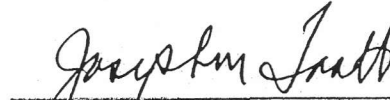
Date: 3/18/09

Accepted By:


Consultant

Date: 3-27-09

Accepted By:


Office of the President

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

✓ _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ _____ %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative

of the _____ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ _____ which represents the above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Gregory M. Gill (print name),
the PARTNER (title) and duly authorized
representative of VENABLE LLP (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 125,000, which represents the

above indicated total percentage 100 % for the contract amount \$ 125,000.

G. M. Gill
(Signature of affiant)

5, 27, 09
(Date)

Subscribed and sworn to before me this 27th day of May, 20 09.

Ma. Linda P. Rumlingan
(Notary's Signature)

(Notary Seal)

Ma. Linda P. Rumlingan
District of Columbia, Notary Public
My Commission Expires
May 14, 2014

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒

FULL MBE WAIVER

☒

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

☒

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

☐

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

☐

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- ☐ 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- ☐ 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- ☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- ☐ 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- ☐ 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A ; NONE

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: ☒

b) If yes, list business address(es) within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

☒ Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) ☐ The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Venable LLP D/B/A: Venable EIN NO: 52-0517250

Street Address: 575 7th Street, NW

City: Washington, DC State: _____ Zip Code: 20004

Phone No.: 202-344-

Form of Legal Entity:

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
NONE		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [☒] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Gregory M. Gill
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

gms11@ventable.com
E-mail address

Partner
Title

5/27/09
Date

202-344-4615
Phone Number

Subscribed to and sworn before me
this 27th day of May, 2009

X *[Signature]*
Notary Public Signature

Ma. Linda P. Rumangan
District of Columbia, Notary Public
My Commission Expires
May 14, 2014

Notary Seal

04.09

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Venable LLP
BUSINESS ADDRESS: 575 7th Street, NW. Washington, D.C.
20004
BUSINESS TELEPHONE: 202-344-8000 FAX NUMBER: 202-344-8300
CONTACT PERSON: Gregory Gill FEIN/SSN: 52-0517250
*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

27th day of May, 2009

X

Ma. Linda P. Rumigan
Notary Public Signature

Ma. Linda P. Rumigan
District of Columbia, Notary Public
My commission expires: May 14, 2014

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

09-41-137

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

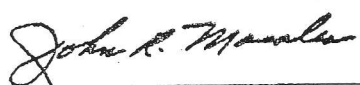
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY PURCHASING AGENT



COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 18th DAY OF February, 2009

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

ITEM(S), SECTION(S), PART(S): _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 02 2009

TOTAL AMOUNT OF CONTRACT: \$ 125,000⁰⁰ COM _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY